

Assignment

Tiderock Development, LLC. of 25 Schilling Road, Hunt Valley, Maryland, 21031 (the "Assignor") assigns the entirety of the Assignor's contractual rights and obligations under the contract dated September 30, 2018 for Letter of Intent ("LOI") to acquire forty-nine percent (49%) of the capital stock of (the "Shares") of Waller Marine, Inc. ("Waller") from its principal owner David Waller, with Waller Marine, Inc. of 14420 W. Syalvanfield Drive, Houston, Texas, 77014, which is attached hereto as Schedule "A", to WMS Holdings, Inc. ("WMS") of 432 Monte Cristo Blvd., Tierra Verde, Florida, 33715 (the "Assignee").

In consideration hereof, the Assignor and Assignee acknowledge that WMS assumes all financial and other responsibilities of Assignor under the LOI and all performance requirements and liabilities thereunder.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

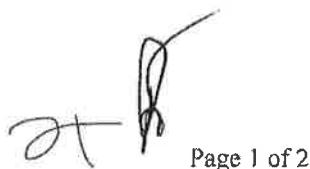
1. that the Assignor has the right to assign the contract;
2. that the Assignor will not, after this Assignment takes effect, receive and accept the assigned contractual rights;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.

The Assignor directs Waller Marine, Inc. to complete the contractual obligations, which would otherwise be owed to the Assignor but which have been transferred as indicated herein, with the Assignee.

It is agreed that this Assignment will enure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

Dated this 28<sup>th</sup> day of October 2018:



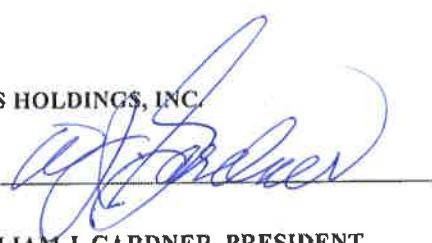
Page 1 of 2

TIDEROCK DEVELOPMENT, LLC

BY: 

THOMAS FORE, MANAGING DIRECTOR

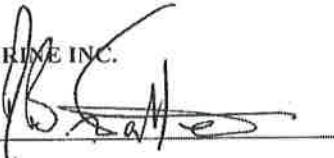
WMS HOLDINGS, INC.

BY: 

WILLIAM J. GARDNER, PRESIDENT

On behalf of WMI, its owners, officers, managers, shareholders, employees and advisors, the undersigned hereby unconditionally approves the assignment herein and forever waives and releases Assignor, its affiliates, owners, officers, employees and advisors and all claims of any nature related to the LOI and the purchase of WMI and any other matters from the beginning of time through the date of this Agreement.

WALLER MARINE INC.

BY: 

Its President